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COMMON-LAW MARRIAGE.—Although the presumption generally, as shown by the note in 14 L. R. A. 364, is that a cohabitation which was meretricious in the beginning continues to be so, it is held, in *Schuchart v. Schuchart* (Kan.), 50 L. R. A. 180, that, where a man and woman were formally married, in good faith, intending to assume the marital relation, though one of them was in reality under disability of former marriage from which a decree of divorce that had been obtained was not yet effective, their continuance of cohabitation after the removal of the disability was sufficient to establish a common-law marriage.

PARENT AND CHILD—FATHER'S LIABILITY FOR NECESSARIES.—In *Peacock v. Linton* (R. I.), 47 Atl. 887, it is held that a father is not responsible for the tutoring of his son in vacation, where the father made no contract with the tutor, and was not aware that the service was being performed.

The decision is based on the ground that where the child is living with the father and subject to his control, it is for the father to decide what are necessities for the child, in the absence of proof of palpable omission of parental duty. This is in accordance with the doctrine enunciated by Prof. Vance, in 6 Va. Law Reg. 585, 594.

INJUNCTION—RESTORATION OF STATUS ALTERED DURING PENDENCY OF PROCEEDINGS.—The right to an injunction to compel the restoration of a stairway in favor of the owner of an easement in the use of it was sustained in *Ives v. Edison* (Mich.), 50 L. R. A. 134, where after refusal of permission to change its location and during the pendency of an appeal from a decision denying an injunction against invasion of the easement the stairway had been removed from its original place. The fact that the cost of restoration might be greater than the injury to the complainant was not deemed sufficient to defeat the remedy in such a case.

CHATTEL MORTGAGES—ANIMALS—DESCRIPTION—SUBSEQUENT CHANGE OF COLOR.—The case of *Turpin v. Cunningham* (N. C.), 37 S. E. 453, illustrates a novelty in natural history if not in legal doctrine.

A leopard may not change his spots, and the fuller crimson of the robin and the wauton lapwing's other crest are mere temporary, springtime ornaments. But it is judicially certified in this case that a horse may permanently change his coat, so that his own mother would not know him.

When the animal in question was mortgaged to the plaintiff he was a bay, and so described in the mortgage. What happened later is thus narrated by the court: "At the time and prior to the time defendant purchased said horse, he had entirely changed color, from some natural or unnatural cause, until he was not a bay horse, but a white and spotted horse, without any appearance of bay whatever."

The defendant having bought the horse from the mortgagor, without actual notice of the mortgage (which was duly recorded) defended an action by the mortgagee for the recovery of the animal, on the ground that the registry of the mortgage of a "bay" horse could not affect him with notice, after the animal had in a most un-horse like fashion, changed his color to "white and spotted." But

the court treated the defense with little favor, saying: "A mortgage on pigs, calves, or other young animals is not vitiated by their growing up into boars, sows, bulls, and cows, and the like. Nor would a mortgage upon boars and bulls be destroyed by turning them into barrows and oxen, which would be a more substantial alteration than a change of color. The horse may shed his color, but a mortgage is not so easily shed. It usually sticks closer than the skin."

CONTRACTS—CONSIDERATION—RESTRAINT OF MARRIAGE.—In *King v. King* (O.), 59 N. E. 111, it is held that where a contract has a valid consideration to support it, it will not be rendered invalid by reason of an additional consideration which is contrary to public policy. The contract was one by which a person agreed to live with another and take care of him while he lived, and not to marry during that time, in consideration of which the other agreed to "provide for her and make her comfortable and well off." The plaintiff fully performed her part of the agreement, but the other party died without fulfilling his. In a suit against his representative, the latter set up the defense that the contract was in restraint of marriage, and hence invalid. It was *Held*, that since there was sufficient consideration to support the contract, after eliminating the agreement not to marry, and since the plaintiff had fully performed her part of the contract, she was entitled to recover the full consideration promised. The court draws a distinction between a consideration which is illegal—that is to do or omit to do something the doing or omission of which is prohibited by law—and a consideration which is merely void for insufficiency, as a contract in restraint of marriage is held to be. "There is no provision," says the court, "either by statute or at common law, which enjoins upon any particular person the duty to marry; nor can any one be punished for not marrying. To marry or not to marry is left to the free choice of all who are eligible to marriage. Hence to omit to marry is not illegal, and it would seem that what a person may lawfully omit to do he may, without violating any law, promise to omit. It would appear naturally to follow that the only result of making such a promise would simply be that no legal right could be founded on the promise, and no remedy afforded for its breach. It is difficult to see any good reason for denouncing such contract as illegal in the sense of violating any law, or of placing parties who may have entered into it outside the pale of the law."

CORPORATIONS—RIGHT TO EXCLUSIVE USE OF NAME.—In *American Clay Mfg. Co. v. American Clay Mfg. Co. of New Jersey* (Pa.), 47 Atl. 936, an injunction at the suit of a domestic corporation was held proper against a foreign corporation, prohibiting the latter from doing business in the State under a name similar to that of the plaintiff, where the natural consequence would be a confusion of identity between the two.

It does not distinctly appear whether the defendant assumed its corporate name before or after the plaintiff had appropriated it, though the clear inference is that it was afterwards.

The lower court dismissed the bill on the ground that there was no proof of fraudulent intent on the part of the defendant. But the appellate court reversed this ruling, and held that the right to exclusive use of a corporate name